

RECORDATION NO. ~~6848~~

Filed & Recorded

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

~~1974~~ 1974

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT (this

"Amendment") dated as of August 1, 1974, between CONTINENTAL ILLINOIS LEASING CORPORATION, having a place of business at 231 South LaSalle Street, Chicago, Illinois, 60693 (the "Lessor") and AUTO-TRAIN CORPORATION, a Florida corporation, having a place of business at 1801 K Street, N. W., Washington, D. C., 20006 (the "Lessee").

W I T N E S S E T H

The Lessor and the Lessee have executed and delivered an Equipment Lease Agreement dated as of December 27, 1972 (the "Lease") for five (5) General Electric Model U36B Locomotives, Road Numbers 4005-4009, inclusive (the "Equipment"). The Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 29, 1972 with Recordation No. 6848. The parties now desire to amend the Lease in certain respects.

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

The Lease is hereby amended by inserting therein the following new Section 20:


20. TERMINATION OPTION. Lessee may, at its option, elect to terminate the Lease of the Equipment as of any rent payment date (the "termination date") after December 27, 1979 upon not less than ninety (90) days prior written

notice of such election given to Lessor and upon payment to Lessor on or before the termination date of the Termination Value as defined in Schedule I hereto and determined as of the termination date; provided, however, that if Lessor shall sell or lease the Equipment to a third party on or before the termination date, then the Termination Value to be paid by Lessee to Lessor as above provided shall be reduced by an amount (the "Termination Credit") equal to the excess of (A) either (i) the consideration received or to be received by Lessor from such third party for any such sale, or (ii) the consideration received or to be received by Lessor from such third party for any such lease, over (B) the then anticipated residual value of the Equipment at the end of the full lease term thereof under this Lease (such anticipated residual value, if not determined by agreement of Lessor and Lessee, to be determined by an independent appraiser designated by Lessor, and the fee of which appraiser is to be paid by Lessee); it being understood, however, that Lessee shall in no event be entitled to any Termination Credit in excess of such Termination Value on account of any such sale or lease, and

that if such Termination Credit is equal to or greater than such Termination Value, Lessee shall have no obligation to make payment as above provided.

For purposes of the foregoing provisions of this Section 20: (a) Lessor shall give Lessee at least ten (10) days advance notice before selling or leasing (or entering into a binding agreement to sell or lease) the Equipment to a third party, (b) Lessee shall have the right at any time during the 90-day period immediately preceding the termination date to select a third party purchaser or lessee of the Equipment from Lessor, and Lessor shall upon Lessee's request sell or lease (as Lessee shall specify) the Equipment to such third party (provided that Lessor shall not prior to Lessor's receipt of such request have sold or leased or entered into a binding agreement to sell or lease the Equipment, and provided further that Lessor shall be satisfied as to the credit of such third party and the terms and documentation of such sale or lease), (c) in the case of a sale of lease to a third party, the consideration received or to be received by Lessor shall be deemed to be the sum of (i) the amount of all cash consideration actually received as of the termination date

plus (ii) the present value of all consideration thereafter to be received in cash, such present value to be equal to the sum of the respective present values of all installments of lease rental thereafter payable, the present value of each such installment to be determined by discounting the amount of such installment at the rate of 8.5% per annum compounded from the termination date to the date such installment is payable, (d) Lessee shall have the right at any time during the above-mentioned 90-day period to withdraw and rescind its notice of termination by so notifying Lessor, provided that Lessor shall not, prior to Lessor's receipt of such notice of withdrawal and recission, have sold or leased the Equipment or entered into a binding agreement to sell or lease the Equipment to a third party, (e) a sale by Lessor of the Equipment "subject to Lessee's rights under this Agreement" which is permitted to Lessor under Section 15(a) of the Lease at any time during the lease term shall not be deemed such a sale of Equipment by Lessor to a third party as is herein described giving rise to a Termination Credit, and (f) ^{If Lessee shall consent in writing to Lessor's sale of the Equipment,} Lessee's indemnification obligations for loss of investment credit



under Section 12(b) hereof shall be applicable
to any such sale of the Equipment by Lessor
to a third party as herein contemplated, any-
thing in clause (2) of said Section 12(b)
to the contrary notwithstanding.

IN WITNESS WHEREOF, Lessor and Lessee have executed
this Amendment as of the day and year first above written.

CONTINENTAL ILLINOIS LEASING
CORPORATION

By: *Lawrence J. Bragg*
Its SECOND VICE PRESIDENT

AUTO-TRAIN CORPORATION

By: *Richard A. Folbert*
Its Executive Vice President

ACKNOWLEDGEMENTS

CITY OF WASHINGTON)
) SS.
DISTRICT OF COLUMBIA)

On this 23rd day of Sept., 1974, before me personally appeared Richard S. Talbot, to me personally known, who being by me duly sworn, says that he is a Vice President of AUTO-TRAIN CORPORATION; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elaine M. Lubuda
Notary Public

[Seal]

My Commission Expires: Oct. 14, 1974

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 15 day of August, 1974, before me personally appeared J. H. BRUGGEMAN, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS LEASING CORPORATION; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

P. J. Petersen
Notary Public

[Seal]

My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 27, 1977.

'TERMINATION VALUE' OF ANY UNIT OF EQUIPMENT AS OF ANY PARTICULAR DATE SHALL MEAN THE PRODUCT DERIVED FROM MULTIPLYING (I) THE PERCENTAGE FIGURE OPPOSITE THE NOTATION FOR THE APPROPRIATE TIME PERIOD AS SET FORTH IN THE TABLE APPEARING BELOW BY (II) THE ACQUISITION COST OF SUCH UNIT. TERMINATION VALUE DOES NOT INCLUDE ANY AMOUNTS FOR WHICH LESSOR MAY BE ENTITLED TO INDEMNIFICATION UNDER SECTION 12 OF THE LEASE AGREEMENT.

TERMINATION VALUE TABLE

TERMINATION %

BEFORE PAYMENT NO.	85	57.319164 %
THEREAFTER, BUT BEFORE PAYMENT NO.	86	56.689740 %
THEREAFTER, BUT BEFORE PAYMENT NO.	87	56.054439 %
THEREAFTER, BUT BEFORE PAYMENT NO.	88	55.413231 %
THEREAFTER, BUT BEFORE PAYMENT NO.	89	54.766088 %
THEREAFTER, BUT BEFORE PAYMENT NO.	90	54.112980 %
THEREAFTER, BUT BEFORE PAYMENT NO.	91	53.453878 %
THEREAFTER, BUT BEFORE PAYMENT NO.	92	52.788751 %
THEREAFTER, BUT BEFORE PAYMENT NO.	93	52.117572 %
THEREAFTER, BUT BEFORE PAYMENT NO.	94	51.440308 %
THEREAFTER, BUT BEFORE PAYMENT NO.	95	50.756931 %
THEREAFTER, BUT BEFORE PAYMENT NO.	96	50.067410 %
THEREAFTER, BUT BEFORE PAYMENT NO.	97	49.371715 %
THEREAFTER, BUT BEFORE PAYMENT NO.	98	48.669814 %
THEREAFTER, BUT BEFORE PAYMENT NO.	99	47.962294 %
THEREAFTER, BUT BEFORE PAYMENT NO.	100	47.249124 %
THEREAFTER, BUT BEFORE PAYMENT NO.	101	46.530278 %
THEREAFTER, BUT BEFORE PAYMENT NO.	102	45.805728 %
THEREAFTER, BUT BEFORE PAYMENT NO.	103	45.075445 %
THEREAFTER, BUT BEFORE PAYMENT NO.	104	44.339401 %
THEREAFTER, BUT BEFORE PAYMENT NO.	105	43.597567 %
THEREAFTER, BUT BEFORE PAYMENT NO.	106	42.849915 %
THEREAFTER, BUT BEFORE PAYMENT NO.	107	42.096416 %
THEREAFTER, BUT BEFORE PAYMENT NO.	108	41.337042 %
THEREAFTER, BUT BEFORE PAYMENT NO.	109	40.571762 %
THEREAFTER, BUT BEFORE PAYMENT NO.	110	39.800549 %
THEREAFTER, BUT BEFORE PAYMENT NO.	111	39.024824 %
THEREAFTER, BUT BEFORE PAYMENT NO.	112	38.244564 %
THEREAFTER, BUT BEFORE PAYMENT NO.	113	37.459748 %
THEREAFTER, BUT BEFORE PAYMENT NO.	114	36.670352 %
THEREAFTER, BUT BEFORE PAYMENT NO.	115	35.876355 %
THEREAFTER, BUT BEFORE PAYMENT NO.	116	35.077733 %
THEREAFTER, BUT BEFORE PAYMENT NO.	117	34.274463 %
THEREAFTER, BUT BEFORE PAYMENT NO.	118	33.466523 %
THEREAFTER, BUT BEFORE PAYMENT NO.	119	32.653890 %
THEREAFTER, BUT BEFORE PAYMENT NO.	120	31.836540 %
THEREAFTER, BUT BEFORE PAYMENT NO.	121	31.014450 %
THEREAFTER, BUT BEFORE PAYMENT NO.	122	30.187596 %
THEREAFTER, BUT BEFORE PAYMENT NO.	123	29.356656 %
THEREAFTER, BUT BEFORE PAYMENT NO.	124	28.521608 %
THEREAFTER, BUT BEFORE PAYMENT NO.	125	27.682433 %
THEREAFTER, BUT BEFORE PAYMENT NO.	126	26.839110 %
THEREAFTER, BUT BEFORE PAYMENT NO.	127	25.991619 %
THEREAFTER, BUT BEFORE PAYMENT NO.	128	25.139939 %
THEREAFTER, BUT BEFORE PAYMENT NO.	129	24.284049 %
THEREAFTER, BUT BEFORE PAYMENT NO.	130	23.423929 %
THEREAFTER, BUT BEFORE PAYMENT NO.	131	22.559558 %
THEREAFTER, BUT BEFORE PAYMENT NO.	132	21.690914 %
THEREAFTER, BUT BEFORE PAYMENT NO.	133	20.817977 %
THEREAFTER, BUT BEFORE PAYMENT NO.	134	19.940724 %
THEREAFTER, BUT BEFORE PAYMENT NO.	135	19.059136 %
THEREAFTER, BUT BEFORE PAYMENT NO.	136	18.173191 %
THEREAFTER, BUT BEFORE PAYMENT NO.	137	17.282866 %
THEREAFTER, BUT BEFORE PAYMENT NO.	138	16.388141 %
THEREAFTER, BUT BEFORE PAYMENT NO.	139	15.488994 %
THEREAFTER, BUT BEFORE PAYMENT NO.	140	14.585402 %
THEREAFTER, BUT BEFORE PAYMENT NO.	141	13.677344 %
THEREAFTER, BUT BEFORE PAYMENT NO.	142	12.764797 %
THEREAFTER, BUT BEFORE PAYMENT NO.	143	11.847741 %
THEREAFTER, BUT BEFORE PAYMENT NO.	144	10.926151 %
THEREAFTER		0.000000 %

CASUALTY SCHEDULE FOR AUTO TRAIN

STIPULATED LOSS VALUE OF ANY UNIT OF EQUIPMENT ~~COVERED BY~~
~~SECTION 12~~ AS OF ANY PARTICULAR DATE SHALL BE THE
 PRODUCT DERIVED FROM MULTIPLYING (I) THE PERCENTAGE FIGURE OPPOSITE
 THE NOTATION FOR THE APPROPRIATE TIME PERIOD AS SET FORTH IN THE
 TABLE APPEARING BELOW BY (II) THE ACQUISITION COST OF SUCH UNIT.
 STIPULATED LOSS VALUE DOES NOT INCLUDE ANY AMOUNTS FOR WHICH LESSOR
 MAY BE ENTITLED TO INDEMNIFICATION UNDER SECTION 12 OF THE LEASE
 AGREEMENT.

STIPULATED LOSS VALUE TABLE

CASUALTY %

BEFORE PAYMENT NO.	1	100.000000 %
THEREAFTER, BUT BEFORE PAYMENT NO.	2	100.028974 %
THEREAFTER, BUT BEFORE PAYMENT NO.	3	98.879604 %
THEREAFTER, BUT BEFORE PAYMENT NO.	4	97.720373 %
THEREAFTER, BUT BEFORE PAYMENT NO.	5	96.551245 %
THEREAFTER, BUT BEFORE PAYMENT NO.	6	95.372152 %
THEREAFTER, BUT BEFORE PAYMENT NO.	7	94.183043 %
THEREAFTER, BUT BEFORE PAYMENT NO.	8	92.983883 %
THEREAFTER, BUT BEFORE PAYMENT NO.	9	91.774604 %
THEREAFTER, BUT BEFORE PAYMENT NO.	10	90.555153 %
THEREAFTER, BUT BEFORE PAYMENT NO.	11	89.325494 %
THEREAFTER, BUT BEFORE PAYMENT NO.	12	88.085553 %
THEREAFTER, BUT BEFORE PAYMENT NO.	13	86.835297 %
THEREAFTER, BUT BEFORE PAYMENT NO.	14	85.574650 %
THEREAFTER, BUT BEFORE PAYMENT NO.	15	85.474948 %
THEREAFTER, BUT BEFORE PAYMENT NO.	16	85.367589 %
THEREAFTER, BUT BEFORE PAYMENT NO.	17	85.252542 %
THEREAFTER, BUT BEFORE PAYMENT NO.	18	85.129758 %
THEREAFTER, BUT BEFORE PAYMENT NO.	19	84.999226 %
THEREAFTER, BUT BEFORE PAYMENT NO.	20	84.860877 %
THEREAFTER, BUT BEFORE PAYMENT NO.	21	84.714680 %
THEREAFTER, BUT BEFORE PAYMENT NO.	22	84.560595 %
THEREAFTER, BUT BEFORE PAYMENT NO.	23	84.398581 %
THEREAFTER, BUT BEFORE PAYMENT NO.	24	84.228596 %
THEREAFTER, BUT BEFORE PAYMENT NO.	25	84.050601 %
THEREAFTER, BUT BEFORE PAYMENT NO.	26	83.864554 %
THEREAFTER, BUT BEFORE PAYMENT NO.	27	83.671446 %
THEREAFTER, BUT BEFORE PAYMENT NO.	28	83.471243 %
THEREAFTER, BUT BEFORE PAYMENT NO.	29	83.263907 %
THEREAFTER, BUT BEFORE PAYMENT NO.	30	83.049401 %
THEREAFTER, BUT BEFORE PAYMENT NO.	31	82.827689 %
THEREAFTER, BUT BEFORE PAYMENT NO.	32	82.598733 %
THEREAFTER, BUT BEFORE PAYMENT NO.	33	82.362496 %
THEREAFTER, BUT BEFORE PAYMENT NO.	34	82.118941 %
THEREAFTER, BUT BEFORE PAYMENT NO.	35	81.868023 %
THEREAFTER, BUT BEFORE PAYMENT NO.	36	81.609722 %
THEREAFTER, BUT BEFORE PAYMENT NO.	37	81.343932 %
THEREAFTER, BUT BEFORE PAYMENT NO.	38	81.070772 %
THEREAFTER, BUT BEFORE PAYMENT NO.	39	80.790694 %
THEREAFTER, BUT BEFORE PAYMENT NO.	40	80.503713 %
THEREAFTER, BUT BEFORE PAYMENT NO.	41	80.209793 %
THEREAFTER, BUT BEFORE PAYMENT NO.	42	79.909809 %
THEREAFTER, BUT BEFORE PAYMENT NO.	43	79.600994 %
THEREAFTER, BUT BEFORE PAYMENT NO.	44	79.286042 %
THEREAFTER, BUT BEFORE PAYMENT NO.	45	78.964008 %
THEREAFTER, BUT BEFORE PAYMENT NO.	46	78.634854 %
THEREAFTER, BUT BEFORE PAYMENT NO.	47	78.298543 %
THEREAFTER, BUT BEFORE PAYMENT NO.	48	77.956020 %

THEREAFTER, BUT BEFORE PAYMENT NO.	50	77.246303 %
THEREAFTER, BUT BEFORE PAYMENT NO.	51	76.831638 %
THEREAFTER, BUT BEFORE PAYMENT NO.	52	76.510274 %
THEREAFTER, BUT BEFORE PAYMENT NO.	53	76.132179 %
THEREAFTER, BUT BEFORE PAYMENT NO.	54	75.641317 %
THEREAFTER, BUT BEFORE PAYMENT NO.	55	75.355552 %
THEREAFTER, BUT BEFORE PAYMENT NO.	56	74.957151 %
THEREAFTER, BUT BEFORE PAYMENT NO.	57	74.551777 %
THEREAFTER, BUT BEFORE PAYMENT NO.	58	74.139495 %
THEREAFTER, BUT BEFORE PAYMENT NO.	59	73.720270 %
THEREAFTER, BUT BEFORE PAYMENT NO.	60	73.294065 %
THEREAFTER, BUT BEFORE PAYMENT NO.	61	72.860345 %
THEREAFTER, BUT BEFORE PAYMENT NO.	62	72.420574 %
THEREAFTER, BUT BEFORE PAYMENT NO.	63	71.973357 %
THEREAFTER, BUT BEFORE PAYMENT NO.	64	71.520350 %
THEREAFTER, BUT BEFORE PAYMENT NO.	65	71.060951 %
THEREAFTER, BUT BEFORE PAYMENT NO.	66	70.594695 %
THEREAFTER, BUT BEFORE PAYMENT NO.	67	70.121350 %
THEREAFTER, BUT BEFORE PAYMENT NO.	68	69.642409 %
THEREAFTER, BUT BEFORE PAYMENT NO.	69	69.156311 %
THEREAFTER, BUT BEFORE PAYMENT NO.	70	68.653539 %
THEREAFTER, BUT BEFORE PAYMENT NO.	71	68.164032 %
THEREAFTER, BUT BEFORE PAYMENT NO.	72	67.657782 %
THEREAFTER, BUT BEFORE PAYMENT NO.	73	67.144746 %
THEREAFTER, BUT BEFORE PAYMENT NO.	74	66.624333 %
THEREAFTER, BUT BEFORE PAYMENT NO.	75	66.098316 %
THEREAFTER, BUT BEFORE PAYMENT NO.	76	65.566496 %
THEREAFTER, BUT BEFORE PAYMENT NO.	77	65.027397 %
THEREAFTER, BUT BEFORE PAYMENT NO.	78	64.482987 %
THEREAFTER, BUT BEFORE PAYMENT NO.	79	63.931733 %
THEREAFTER, BUT BEFORE PAYMENT NO.	80	63.374102 %
THEREAFTER, BUT BEFORE PAYMENT NO.	81	62.810060 %
THEREAFTER, BUT BEFORE PAYMENT NO.	82	62.239576 %
THEREAFTER, BUT BEFORE PAYMENT NO.	83	61.652616 %
THEREAFTER, BUT BEFORE PAYMENT NO.	84	61.079146 %
THEREAFTER, BUT BEFORE PAYMENT NO.	85	60.489133 %
THEREAFTER, BUT BEFORE PAYMENT NO.	86	59.892543 %
THEREAFTER, BUT BEFORE PAYMENT NO.	87	59.289984 %
THEREAFTER, BUT BEFORE PAYMENT NO.	88	58.681426 %
THEREAFTER, BUT BEFORE PAYMENT NO.	89	58.066835 %
THEREAFTER, BUT BEFORE PAYMENT NO.	90	57.446185 %
THEREAFTER, BUT BEFORE PAYMENT NO.	91	56.819440 %
THEREAFTER, BUT BEFORE PAYMENT NO.	92	56.186571 %
THEREAFTER, BUT BEFORE PAYMENT NO.	93	55.547545 %
THEREAFTER, BUT BEFORE PAYMENT NO.	94	54.902333 %
THEREAFTER, BUT BEFORE PAYMENT NO.	95	54.250900 %
THEREAFTER, BUT BEFORE PAYMENT NO.	96	53.593215 %
THEREAFTER, BUT BEFORE PAYMENT NO.	97	52.929245 %
THEREAFTER, BUT BEFORE PAYMENT NO.	98	52.258959 %
THEREAFTER, BUT BEFORE PAYMENT NO.	99	51.582955 %
THEREAFTER, BUT BEFORE PAYMENT NO.	100	50.901235 %
THEREAFTER, BUT BEFORE PAYMENT NO.	101	50.213738 %
THEREAFTER, BUT BEFORE PAYMENT NO.	102	49.520445 %
THEREAFTER, BUT BEFORE PAYMENT NO.	103	48.821326 %
THEREAFTER, BUT BEFORE PAYMENT NO.	104	48.116350 %
THEREAFTER, BUT BEFORE PAYMENT NO.	105	47.405488 %
THEREAFTER, BUT BEFORE PAYMENT NO.	106	46.688719 %
THEREAFTER, BUT BEFORE PAYMENT NO.	107	45.965933 %
THEREAFTER, BUT BEFORE PAYMENT NO.	108	45.237279 %
THEREAFTER, BUT BEFORE PAYMENT NO.	109	44.502556 %
THEREAFTER, BUT BEFORE PAYMENT NO.	110	43.751313 %
THEREAFTER, BUT BEFORE PAYMENT NO.	111	43.016595 %
THEREAFTER, BUT BEFORE PAYMENT NO.	112	42.266619 %
THEREAFTER, BUT BEFORE PAYMENT NO.	113	41.512128 %

THEREAFTER, BUT BEFORE PAYMENT NO.	115	39.939247 %
THEREAFTER, BUT BEFORE PAYMENT NO.	116	39.220807 %
THEREAFTER, BUT BEFORE PAYMENT NO.	117	38.447369 %
THEREAFTER, BUT BEFORE PAYMENT NO.	118	37.659302 %
THEREAFTER, BUT BEFORE PAYMENT NO.	119	36.837262 %
THEREAFTER, BUT BEFORE PAYMENT NO.	120	36.009323 %
THEREAFTER, BUT BEFORE PAYMENT NO.	121	35.307649 %
THEREAFTER, BUT BEFORE PAYMENT NO.	122	34.510654 %
THEREAFTER, BUT BEFORE PAYMENT NO.	123	33.709644 %
THEREAFTER, BUT BEFORE PAYMENT NO.	124	32.904209 %
THEREAFTER, BUT BEFORE PAYMENT NO.	125	32.024397 %
THEREAFTER, BUT BEFORE PAYMENT NO.	126	31.281316 %
THEREAFTER, BUT BEFORE PAYMENT NO.	127	30.463535 %
THEREAFTER, BUT BEFORE PAYMENT NO.	128	29.641533 %
THEREAFTER, BUT BEFORE PAYMENT NO.	129	28.815287 %
THEREAFTER, BUT BEFORE PAYMENT NO.	130	27.984775 %
THEREAFTER, BUT BEFORE PAYMENT NO.	131	27.149976 %
THEREAFTER, BUT BEFORE PAYMENT NO.	132	26.310368 %
THEREAFTER, BUT BEFORE PAYMENT NO.	133	25.467423 %
THEREAFTER, BUT BEFORE PAYMENT NO.	134	24.619533 %
THEREAFTER, BUT BEFORE PAYMENT NO.	135	23.767462 %
THEREAFTER, BUT BEFORE PAYMENT NO.	136	22.910892 %
THEREAFTER, BUT BEFORE PAYMENT NO.	137	22.049900 %
THEREAFTER, BUT BEFORE PAYMENT NO.	138	21.184463 %
THEREAFTER, BUT BEFORE PAYMENT NO.	139	20.314558 %
THEREAFTER, BUT BEFORE PAYMENT NO.	140	19.440162 %
THEREAFTER, BUT BEFORE PAYMENT NO.	141	18.561253 %
THEREAFTER, BUT BEFORE PAYMENT NO.	142	17.677806 %
THEREAFTER, BUT BEFORE PAYMENT NO.	143	16.739793 %
THEREAFTER, BUT BEFORE PAYMENT NO.	144	15.897206 %
THEREAFTER		15.000000 %